

1
2
3
4
5 UNITED STATES DISTRICT COURT
6 WESTERN DISTRICT OF WASHINGTON
7 AT SEATTLE

8 CUREVO, INC.,

9 Plaintiff,

10 v.

11 SENYON TEDDY CHOE,

12 Defendant.

NO. C19-0572RSL

ORDER DENYING MOTION TO
DISMISS AND/OR FOR CHANGE
OF VENUE

13 This matter comes before the Court on defendant's "Motion to Dismiss for Lack of
14 Personal Jurisdiction or Improper Venue, or Alternatively Transfer Venue." Dkt. # 12. Having
15 reviewed the memoranda, declarations, and exhibits submitted by the parties,¹ the Court finds as
16 follows:
17

18 Defendant was served with process in the State of Washington, having voluntarily come
19 to the state for reasons having nothing to do with plaintiff or the dispute between the parties.
20 "Among the most firmly established principles of personal jurisdiction in American tradition is
21 that courts of a State have jurisdiction over nonresidents who are physically present in the State"
22 . . . "and that once having acquired jurisdiction over such a person by properly serving him with
23
24

25 ¹ This matter can be decided on the papers submitted. Plaintiff's request for oral argument is
26 DENIED. The Court has not considered the untranslated documents attached as exhibits to the
27 "Supplementary Declaration of Senyon Teddy Choe" (Dkt. # 24).

1 process, the State could retain jurisdiction to enter judgment against him, no matter how fleeting
2 his visit.” Burnham v. Super. Ct. of Cal., Cty. of Marin, 495 U.S. 604, 610-11 (1990). The Court
3 therefore has jurisdiction over defendant based on service of process while he was physically
4 present in the state: that is all the connection to the forum that due process or traditional notions
5 of fair play and substantial justice require. Id. at 619.

7 Defendant has abandoned his argument that this case should be dismissed for improper
8 venue under 28 U.S.C. § 1406.

9 Defendant seeks transfer of this matter to the Southern District of California under 28
10 U.S.C. § 1404(a), which provides: “For the convenience of the parties and witnesses, in the
11 interest of justice, a district court may transfer any civil action to any other district or division
12 where it might have been brought or to any district or division to which all parties have
13 consented.” Where, as here, there is no contractual forum-selection clause, the Court evaluates
14 “both the convenience of the parties and various public-interest considerations,” weighing the
15 relevant factors and deciding whether, on balance, a transfer would promote “the convenience of
16 the parties and witnesses” and “the interest of justice.” Atl. Marine Constr. Co., Inc. v. U.S. Dist.
17 Court for the W. Dist. of Tex., 571 U.S. 49, 62-63 (2013). Relevant factors include the location
18 where relevant agreements were negotiated and executed, plaintiff’s choice of forum, which
19 state is most familiar with the governing law, the parties’ contacts with the forum, the forum’s
20 relationship to plaintiff’s causes of action, differences in the costs of litigation in the two forums,
21 the relative availability of compulsory process and ease of access to witnesses and evidence, and
22 any relevant public policies of the forum state. Aweida Arts, Inc. v. Pure Glass Distrib., Inc., 157
23 F. Supp.3d 929, 939 (W.D. Wash. 2015) (citing Jones v. GNC Franchising, Inc., 211 F.3d 495,
24
25
26
27

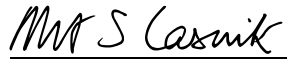
1 498-99 (9th Cir. 2000)). Defendant, as the party seeking transfer, must demonstrate that this case
2 could have been brought in the Southern District of California and that the balance of factors tips
3 in favor of transfer.

4
5 Plaintiff could have, had it chosen to, sued defendant in the Southern District of
6 California where he allegedly resides. Neither the private nor public interests necessitate a
7 transfer in the circumstances presented here, however. Defendant negotiated and executed the
8 relevant contract from South Korea and, although the negotiations were conducted on plaintiff's
9 side by representatives in California, there is no admissible evidence regarding where it was
10 executed by that party. Plaintiff's choice of a Washington forum is significant given the lack of a
11 forum selection clause, and the courts of this state are more familiar with the law designated by
12 the parties in their contract. Both parties have significant contacts with Washington and
13 California, but the causes of action plaintiff alleges (declaratory judgment regarding choice of
14 law and the nature of the parties relationship under the agreement) will likely be decided with
15 reference to Washington law and conduct that occurred primarily in Washington. The
16 availability of evidence, the convenience of witnesses, and the costs of litigation would be
17 reduced for one party and increased for the other regardless of whether the case is tried in
18 Washington or California. Finally, the public policies of Washington regarding enforcement of
19 contracts and protection of workers trumps California's more general interest in protecting its
20 residents. The Court finds that litigating this action in Washington will not cause an avoidable
21 waste of time, energy, or money, nor will it cause the litigants, witnesses, or public unnecessary
22 inconvenience or expense. See Van Dusen v. Barrack, 376 U.S. 612, 616 (1964). The Court
23 declines to transfer this matter simply because it would be more convenient for defendant to
24
25
26
27

1 litigate in the Southern District of California.

2
3 For all of the foregoing reasons, defendant's motion for dismissal or transfer of venue is
4 DENIED.
5

6 Dated this 29th day of July, 2019.

7 
8 Robert S. Lasnik
9 United States District Judge
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28